

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

FC 2004-092388

07/08/2009

HONORABLE JAMES P. BEENE

CLERK OF THE COURT

K. Alger

Deputy

IN RE THE MARRIAGE OF
TIMOTHY J BRENDEL

TIMOTHY J BRENDEL
17655 N 114TH LN
SURPRISE AZ 85374

AND

BRITTNEY L ROBERTS

BRITTNEY L ROBERTS
6445 S MAPLE AVE # 1094
TEMPE AZ 85283

HARRY E CAWOOD
AG-CHILD SUPPORT-EAST VALLEY
OFFICE
DR. DAVID WEINSTOCK
FORENSIC COUNSELING &
EVALUATIONS
8350 E RAINTREE DR
SCOTTSDALE AZ 85260

APPOINTMENT OF A PARENTING CONFERENCE PROVIDER

IT IS ORDERED appointing the following Parenting Conference Provider (Provider) to hold a parenting conference with the parties (and interviews of their minor child[ren] if necessary):

Dr. David Weinstock
Phone: 480-840-0400

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IT IS FURTHER ORDERED each party is directed to pay the \$300.00 per party fee at the Clerk of the Court filing counter. Forms to request a fee deferral are available at the filing counter.

IT IS FURTHER ORDERED that the parenting conference shall be conducted on the following basis in accordance with the contract requirements set forth in the current contract between the Provider and the Judicial Branch of Arizona:

1. Scope. The Provider shall conduct a conference sufficient for the Provider to render a written report regarding issues the Court should consider and/or regarding agreements the parties have reached as to the current custody and parenting time/visitation plan that would be in the best interests of the parties minor child[ren] after considering all relevant factors including those set forth in A.R.S. §25-403.

The Provider may present any other information or impressions that he or she determines the Court should consider to promote the physical, mental, moral or emotional health of the child[ren]. The Provider may also assist the parties to resolve their dispute amicably if possible. Any agreements reached shall be reduced to writing, signed by the parties and provided to the Court in the form specified by the Family Court Department.

2. Timely Written Report. The Provider shall prepare a written report within 60 days of appointment. The report shall be delivered to the Court and counsel, or the parties if they are self-represented. The acceptance of this appointment by the Provider indicates a capability of completing a written report in a timely manner and the ability to appear and testify in court upon reasonable notice.

3. Initial Contact. The Provider shall make the initial contact with the counsel for both parties, or parties, if self-represented, within 10 days of receipt of this order and thereafter shall arrange for the appointment(s) with the parties for the parenting conference (and interviews of minor child[ren] if necessary).

4. Authority of Parenting Conference Provider/Cooperation By Parties/Waiver of Confidentiality. The Provider shall have the following authority with regard to the minor child[ren] and family members:

a. The Provider shall serve as an expert for the court in order to provide impressions relevant to the care of, custody of and access to the minor child[ren] in this case pursuant to applicable Arizona statutes and case law.

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b. The Provider shall have reasonable access to the child[ren] with reasonable notice; and shall have reasonable notice of any and all judicial proceedings including requests for any examination affecting the child[ren].

c. The Provider shall also have access to:

- i. All therapists of the child[ren] and parties;
- ii. All school and medical records of the child[ren] and parties;
- iii. Any and all psychological testing or evaluations performed on the child[ren] or the parties;
- iv. Any and all teachers/child care providers for the child[ren];
- v. Any and all records from Child Protective Services and law enforcement agencies. These documents will be requested by Conciliation Services and provided directly to the Provider.

d. At the request of the Provider, each party shall execute any and all releases or consents necessary to authorize the Provider's access to the information described above. The parties are informed that the Court is the identified client of the Provider in this case. The Provider serves the Court in this case; therefore, neither the parties nor their child[ren] are patients of the Provider. There is no confidentiality relating to the parties' communications with or to the Provider or concerning the Provider's activities or proposed considerations. The Provider may engage in written or verbal communication with any person he or she perceives capable of providing information relevant to the care and welfare of the child.

e. The Provider may recommend that the parties and/or child[ren] participate in adjunct services, to be provided by third parties, including but not limited to physical or psychological examinations, assessment, psychotherapy, co-parenting work, or alcohol and drug monitoring/testing. The Court will decide whether such services are to be ordered and costs allocated between the parties.

f. Upon request from the Provider, either or both parties are required to provide the Provider with copies of all minute entries, orders, pleadings filed in this case, as well as all records, reports, and documents requested by the Provider. The parties and counsel shall cooperate with the Provider to ensure that the conference is completed and the report is submitted by the date ordered.

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5. No Ex-Parte Contact. The parties and counsel shall not have substantive ex-parte discussions with the Provider, but shall conduct all communication through conference calls or conferences, unless agreed upon otherwise by all parties and counsel. Copies of any documentation provided by counsel or the parties to the Provider shall concurrently be sent by the providing person to the other side. Copies shall be sent to counsel if the other side is represented by counsel. The Provider may have ex-parte contact with the Court regarding scheduling matters.

6. Testimony. Each party shall have the right to call the Provider as a witness. If only one party believes that the Provider's live testimony is necessary in addition to the written report, that party shall initially be responsible for 100% of the costs incurred in connection with the Provider testifying at the court hearing, subject to reallocation by the court if appropriate.

7. Immunity. The Provider acts as a court-appointed official in his or her capacity pursuant to this Order, and as such, the Provider has limited immunity consistent with the applicable Arizona case law as to all actions undertaken pursuant to the Court appointment and this Order. Any alleged impropriety or unethical conduct by the Provider shall be brought to the attention of the Court in writing.

WARNING

IF YOU FAIL TO APPEAR AT THE PARENTING CONFERENCE AS ORDERED, YOU MAY BE REQUIRED TO PAY A \$100 NO SHOW FEE. IF YOU CANNOT ATTEND, YOU MUST REQUEST AND BE GRANTED PERMISSION FROM THE JUDGE IN YOUR CASE TO RESCHEDULE THE CONFERENCE AT LEAST THREE FULL COURT DAYS BEFORE THE CONFERENCE. IF AN AGREEMENT IS REACHED PRIOR TO YOUR APPOINTMENT DATE, YOU MUST SUBMIT A REQUEST TO THE JUDGE TO VACATE THE CONFERENCE AND WAIVE THE FEE IN ORDER TO AVOID FEE COLLECTION.

IT IS FURTHER ORDERED signing this minute entry as a formal order of this Court pursuant to Rule 81, Arizona Rules of Family Law Procedure.

/ s / HONORABLE JAMES P. BEENE

JUDICIAL OFFICER OF THE SUPERIOR COURT

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All parties representing themselves must keep the Court updated with address changes. A form may be downloaded at: <http://www.superiorcourt.maricopa.gov/SuperiorCourt/Self-ServiceCenter>.